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VIA ECF

Hon. Denise L. Cote  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 1910  
New York, NY 10007

Re: *Zoetis, Inc. v. Boehringer Ingelheim Vetmedica, GmbH*,  
No. 21-cv-8319-DLC: Letter Motion to Seal the Memorandum and  
Certain Exhibits to the Declaration of Philip L. Hirschhorn in  
Support of Plaintiff's Motion for Partial Summary Judgment

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Dear Judge Cote:

We represent Plaintiff Zoetis, Inc. ("Zoetis") and write requesting the Court's authorization to file the Memorandum and Exhibits 1, 2, 6 through 22, and 28 to the Declaration of Philip L. Hirschhorn, and the Statement of Undisputed Facts in Support of Plaintiff's Motion for Partial Summary Judgment under seal.

The Motion and Memorandum, filed concurrently herewith, necessarily cite many times to the License Agreement at the heart of this breach of contract action, as well as to communications between the parties regarding that Agreement. The papers also attach the Agreement and certain of those communications as Exhibits 1, 2, 6 through 22, and 28. Section 7.2 of the Agreement declares that the terms of the Agreement are confidential to the Parties.

Courts in this District have often found it prudent to seal confidential contracts. *See Eastman Kodak Co. v. Asia Optical Co.*, 118 F. Supp. 3d 581, 585 (S.D.N.Y. 2015) (sealing patent license agreement); *Kelly v. Evolution Mkts., Inc.*, 626 F. Supp. 2d 364, 377 (S.D.N.Y. 2009) (sealing employment and compensation agreement central to the dispute).

Zoetis therefore respectfully requests the Court's authorization to place the Memorandum, Statement of Undisputed Facts, Agreement, and communications under seal.

Granted.  
*Denise Cote*  
10/26/22

Respectfully submitted,



Philip L. Hirschhorn

Cc: All Counsel by ECF